



J. Ashley Cooper

Partner

Telephone: 843.727.2674

Direct Fax: 843.727.2680

ashleycooper@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

March 12, 2019

Via Electronic Filing

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, SC 29210

**Re: Beulah Solar, LLC – Request for Modification of an Interconnection
Agreement with South Carolina Electric & Gas Company
Docket Number 2018-401-E**

Dear Ms. Boyd:

Enclosed for filing in connection with the above-referenced matter, please find *South Carolina Electric & Gas Company's Motion to Compel Eastover Solar, LLC*.

By copy of this letter, we are serving the *Motion to Compel* upon the parties of record and attach a certificate of service to that effect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'J. Ashley Cooper'.

J. Ashley Cooper

JAC:kxl

Enclosure

cc: (Via Electronic Mail and First Class Mail)
Richard L. Whitt

BEFORE THE
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
DOCKET NO. 2018-401-E

IN RE:)	
)	
Beulah Solar, LLC - Request for)	
Modification of an Interconnection)	
Agreement with South Carolina Electric &)	
Gas Company)	South Carolina Electric & Gas
)	Company's Motion to Compel
)	Eastover Solar, LLC
)	
)	
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)	

South Carolina Electric & Gas Company ("SCE&G"), pursuant to S.C. Code Ann. Regs. § 103-829(A), § 103-833, and the South Carolina Rules of Civil Procedure, petitions the Public Service Commission of South Carolina ("Commission") for an Order compelling Eastover Solar, LLC's ("Eastover") response to SCE&G's First Set of Discovery Requests (the "Discovery Responses"). Despite initiating this proceeding, Eastover now fails to meaningfully participate in discovery and must be compelled by this Commission to comply with the applicable rules and cease its pattern of avoidance and delay. In accordance with Rule 37, SCRCP, SCE&G seeks recovery from Eastover of its reasonable expenses incurred in filing this Motion to Compel. Pursuant to S.C. Code Ann. Regs. § 103-829(B), SCE&G requests expedited consideration of this Motion in advance of any hearing in this Docket and at the Commission's earliest convenience.

RELEVANT BACKGROUND

On January 24, 2019, Eastover initiated its dispute with SCE&G by filing a Motion to Maintain Status Quo ("Motion") and a Request for Modification ("Request") in Docket No.

2019-51-E. SCE&G filed its Oppositions to the Motion and Request on February 1, 2019. In the Oppositions, SCE&G argued, among other things, that to grant Eastover an indefinite stay and extension of applicable Milestone payment deadlines contained in the interconnection agreement (“Eastover IA”) due to a future stakeholder process was premature and that Eastover was simply attempting to indefinitely stay the payment of Milestone Payment 1. Eastover filed its Motion and Request shortly after Beulah Solar, LLC (“Beulah”) (together with Eastover, “Solar Developers”) filed its Motion to Maintain Status Quo and Request for Modification.¹

Solar Developers each failed to make their respective Milestone Payment 1 pursuant to their interconnection agreements with SCE&G. Both IAs, therefore, terminated by their terms, and both entities have been removed from the interconnection queue.

As explained in its Motion to Compel Beulah to fully respond to discovery, filed on March 5, 2019, SCE&G filed its First Set of Discovery Requests as to Beulah on February 5, 2019 (“First Beulah Requests”), its First Set of Discovery Requests as to Eastover Solar on February 12, 2019 (“First Eastover Requests”), and its Second Set of Discovery Requests as to Beulah on February 18, 2019 (“Second Beulah Requests”) (together, the “Discovery Requests”). Pursuant to applicable Commission Regulations, the responses to the Interrogatories and Requests for Production of Documents contained in the First Beulah Requests were due on February 25, 2019, and the deadline for responses to the Requests for Admission in the First Beulah Requests was March 7, 2019; however, Beulah filed its responses and objections to the Requests for Admission in the First Beulah Requests on February 25, 2019. The responses to the Interrogatories and Requests for Production of Documents contained in the First Eastover

¹ Beulah’s Motion to Maintain Status Quo and Request for Modification of its interconnection agreement with SCE&G (“Beulah IA”)(together with the Eastover IA, the “IAs”) is nearly identical to Eastover’s Motion and Request.

Requests were due on March 4, 2019, while the responses to the Requests for Admission in the First Eastover Requests were due on March 14, 2019; however, Eastover filed its responses and objections on March 4, 2019.

Additionally, Solar Developers filed a Motion to Hold the Docket in Abeyance on February 21, 2019, and then filed a Motion for Protective Order on February 22, 2019, seeking to stay their responses to SCE&G's Discovery Requests and otherwise prevent this matter from proceeding. As set forth in SCE&G's recently filed Oppositions to the Motion for Abeyance and Protective Order requests, Solar Developers ignore SCE&G's need to explore Solar Developers' claims and further develop other issues related to this matter, such as Solar Developers' requests that the terminated IAs should now be revived.

On March 4, 2019, Eastover produced its purported responses to the First Eastover Requests. The Discovery Responses are attached hereto as Exhibit A and incorporated herein by reference. The Discovery Responses initially referenced the Motion to Hold Docket in Abeyance and Motion for Protective Order and objected to the First Eastover Requests based on the filing of these Motions. Eastover did not cite to any Commission Order granting the relief sought in the Motion to Hold Docket in Abeyance or Motion for Protective Order because no such order exists.²

Eastover included lengthy General Objections, including the following two creative objections:

12. Eastover objects to the Requests on the grounds that it has not concluded discovery, investigation, or analysis of all the facts of this case, and has not completed preparation for the hearing. Accordingly, each of the following responses is provided without prejudice to Eastover Solar's right to introduce at the hearing any evidence that is subsequently discovered related to the proof of subsequently discovered material facts in

² For the reasons set forth in SCE&G's Oppositions to the Abeyance and Protective Order requests, incorporated herein, discovery should not be stayed and a protective order barring discovery is unwarranted.

this action, and Eastover Solar expressly reserves the to amend or supplement these responses.

13. Eastover Solar reserves the right to reference, discover, or offer into evidence at the time of hearing any and all facts, documents, and things notwithstanding the initial responses and objections interposed herein. . .

Eastover Solar LLC's Objections/Responses to Company's First Set of Discovery Requests at P. 3.

Eastover then purports to respond to the Discovery Requests as follows:

As to the Requests for Admission

- Eastover either objected to or did not properly admit or deny a number of the Requests for Admission, including Requests for Admission 1, 6, 7, and 8. In response to a number of Requests for Admissions, Eastover either improperly caveats its responses or responds to questions not asked. *See, e.g.,* Request for Admission Number 7.

As to the Interrogatories

- Eastover provided a substantive response, albeit minimal, to **only 7 of the 23 Interrogatories**;
 - As to Interrogatories 1, 3, and 4, identifying persons with knowledge and purported damages, Eastover only stated that it was collecting information in response;
 - The majority of the remaining interrogatories, with only a couple of exceptions, **went completely unanswered** based upon specious objections. The interrogatories to which Eastover objected included requests that are clearly relevant to the claims and defenses at issues in this case, including: an identification of similar projects in which Eastover and its affiliates have been involved where the interconnection agreement contained the now complained of "curtailment language;" information about Eastover's argument that it has encountered difficulty obtaining financing; and Eastover's efforts to seek extension of the deadlines of the Eastover IA. Some examples of the specious objections asserted by Eastover include the following:
 - In response to Interrogatory 17, which asks Eastover to explain the differences in its ability to secure financing before and after the Settlement Agreement, Eastover objected on the grounds that the question was "vague and ambiguous" and "harassing, unduly burdensome and overly broad."

- In response to Interrogatories 11 and 12, which ask about Eastover's efforts to extend the payment of Milestone Payment 1 at the earliest reasonable date and its efforts to communicate issues or problems with SCE&G prior to initiating this action, Eastover refused to answer claiming that it either "lacks sufficient information" or that the question was "argumentative."

As to the Requests for Production

- Eastover **failed to produce any documents** in response to the Requests for Production.
- Eastover lodged false objections or otherwise failed to properly respond to every Request for Production and only promised to produce documents, if or when they exist, in response to Request for Production Numbers 5 and 7.
 - As with the unanswered Interrogatories, SCE&G's Requests for Production seek relevant information to this dispute, including information that purports to support Eastover's claim it has had difficulty securing financing and the ability of Eastover and its affiliates to operate under similar curtailment language in other interconnection agreements.

On March 7, 2019, SCE&G sent a deficiency letter outlining the areas of insufficiency in Eastover's Response and offered the opportunity to meet and confer on the discovery dispute.³ A copy of this letter is attached hereto as Exhibit B and incorporated herein. At the time of filing of this Motion, SCE&G has not received any response to its deficiency letter. Eastover's failure to properly respond to SCE&G's First Eastover Requests is improper, and complete responses should be compelled by this Commission.

ARGUMENT

Rule 26(b) of the South Carolina Rules of Civil Procedure permits a broad range of discovery. *See* Rule 26(b) SCRCF; *see also* S.C. Code Ann. Regs. §103-833 ("[a]ny material relevant to the subject matter involved in the pending proceeding may be discovered...") "The

³ As an added courtesy, counsel for SCE&G placed a call to counsel for Solar Developers on March 12, 2019, as a follow up to the deficiency letter. As of the date of this filing, however, there has been no progress on or resolution of this discovery matter.

rules of discovery were designed to promote full examination of all relevant facts and issues....” *Kramer v. Kramer*, 323 S.C. 312, 472 S.E.2d 215 (Ct. App. 1996). “Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action.” *City of Columbia v. ACLU*, 323 S.C. 384, 475 S.E.747, 749 (1996).

Pursuant to Rule 37(a), if a party fails to produce as requested under Rule 34 or respond to interrogatories as required under Rule 33, the requesting party may move for an order compelling compliance. Rule 37(a)(2), SCRCF. When such a motion is granted, the Commission shall, upon a finding that the opposing party’s noncompliance was not substantially justified, and after affording an opportunity to be heard, require the noncomplying party or attorney, or both, to pay moving party’s reasonable expenses incurred in making the motion, including attorneys’ fees. Rule 37(a)(4), SCRCF.

The Discovery Requests seek material relevant to the subject matter involved in the proceeding, are permitted under the rules, and must be responded to in full. The Discovery Requests seek the following categories of information:

- Information pertaining to individuals with knowledge concerning the dispute;
- Information regarding purported damages claimed by Solar Developers;
- Information and communications concerning the IAs and the Milestone Payments;
- Information and communications regarding financing or funding for the respective projects;
- Issues related to curtailment;
- Information related to similar interconnection projects involving Solar Developers and their affiliates.

It is Solar Developers who have put these issues in dispute. Solar Developers initiated this dispute by filing the Motions to Maintain Status Quo and Requests for Modification of their respective IAs. While Solar Developers purport to base these filings on a pending stakeholder

process that may impact curtailment procedures in solar development, additional issues are at stake in this litigation, including their request that the now terminated IAs should be revived in the future. Solar Developers allege that the curtailment language of the IAs prevent fundraising to allow for the payment of Milestone Payment 1. *See e.g.*, Eastover's Motion to Maintain Status Quo at P.2. SCE&G is entitled to explore facts related to these issues, including Solar Developers' involvement in solar projects with interconnection agreements containing similar curtailment language and their ability to secure funding for those projects, Solar Developers' communications with investors as to the projects in this dispute, and Solar Developers' financial position to enable them to complete solar projects contemplated by the now terminated IAs.

Aside from relevancy objections, Eastover refused to answer the Discovery Requests based on specious objections of ambiguity or undefined terms. For example, SCE&G proffered the following in its Request for Admission Number 6: "Admit that the Settlement Agreement itself does not establish a change to any existing curtailment language contained in the IA." Eastover objected to this question on the grounds it is "vague, and ambiguous because the term 'establish a change' is ambiguous and undefined." Eastover similarly objected to most of SCE&G's Interrogatories and only responded in very limited instances. In other instances, Eastover merely committed to provide its answer "when available." While Eastover objected repeatedly to SCE&G's discovery requests claiming ambiguity, harassment and lack of information, it is particularly egregious that Eastover did not produce a single document in response to SCE&G's Requests for Production.

SCE&G's questions are clearly not ambiguous or "boilerplate," and answering these questions, or discovery in general, is not unduly burdensome. It may be inconvenient for Solar Developers, but it is hardly harassing. As noted above, the rules governing discovery define discoverable information broadly. *See City of Columbia*, 475 S.E. at 749 (information must only

be relevant to the pending action). SCE&G clearly seeks information tailored to this dispute, and such discovery should be compelled. Given the urgency of this matter and the fact that the ability to conduct discovery should not wait until the May 2, 2019, hearing scheduled in this matter, SCE&G asks for expedited consideration of this Motion.

CONCLUSION

For the reasons stated above, the Motion to Compel should be granted and SCE&G awarded its reasonable expenses in connection with this Motion. Pursuant to S.C. Code Ann. Regs. § 103-829(B), SCE&G requests expedited consideration of this Motion in advance of any hearing in this Docket and at the Commission's earliest convenience.

Respectfully Submitted,

s/ J. Ashley Cooper _____
 K. Chad Burgess, Esquire
 Matthew W. Gissendanner, Esquire
South Carolina Electric & Gas Company
 Mail Code C222
 220 Operation Way
 Cayce, South Carolina 29033-3701
 Phone: (803) 217-8141
 Fax: (803) 217-7810
 Email: chad.burgess@scana.com

J. Ashley Cooper, Esquire
Parker Poe Adams & Bernstein LLP
 200 Meeting Street
 Suite 301
 Charleston, South Carolina 29401
 Phone: (843) 727-2674
 Fax: (843) 727-2680
 Email: ashleycooper@parkerpoe.com

***Attorneys for South Carolina Electric &
 Gas Company***

Cayce, South Carolina
 March 12, 2019

BEFORE THE
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
DOCKET NO. 2018-401-E

IN RE:)	
)	
Beulah Solar, LLC - Request for)	
Modification of an Interconnection)	
Agreement with South Carolina Electric &)	
Gas Company)	
)	Certificate of Service
)	
)	
)	
)	
)	

This is to certify that I, Ashley Cooper, have this day caused to be served upon the person named below the ***South Carolina Electric & Gas Company's Motion to Compel Eastover Solar, LLC*** by electronic mail and by placing a copy of same in the United States Mail, postage prepaid, in an envelope addressed as follows:

(via email: rlwhitt@austinrogerspa.com)
Richard L. Whitt
Austin & Rogers, P.A.
508 Hampton Street, Suite 300
Columbia, South Carolina 29201

s/ J. Ashley Cooper _____

This 12th day of March, 2019.

EXHIBIT A

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-401-E**

IN RE: Request of Beulah Solar, LLC for)	EASTOVER SOLAR LLC'S
Modification of Interconnection Agreement)	OBJECTIONS/RESPONSES TO
with South Carolina Electric & Gas Company)	COMPANY'S FIRST SET OF
)	DISCOVERY REQUESTS
)	
)	

TO: J. ASHLEY COOPER, ESQUIRE, ATTORNEY OF RECORD FOR SOUTH CAROLINA ELECTRIC & GAS COMPANY:

Pursuant to 10 S.C. Code Ann. Reg. 103-833, and Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Eastover Solar LLC, (hereinafter as, "Eastover Solar"), by and through its undersigned counsel, respond and object to South Carolina Electric & Gas Company's (hereinafter as, the "Company" or "SCE&G") First Set of Discovery Requests to Eastover Solar LLC.

Eastover Solar craves reference to its Motion to Hold Docket in Abeyance and its Motion for Protective Order, both recently e-filed in this Docket, as if both Motions were set forth herein verbatim. The relief sought in Eastover Solar's two Motions are additional grounds for its objections to the Company's Discovery Requests, in that the relief sought in Eastover Solar's Motions may make the Company's Discovery Requests moot.

GENERAL OBJECTIONS

1. Eastover Solar makes the following General Objection to the Discovery Requests of SCE&G, which Objection is incorporated in and made a part of each Response set forth below. Eastover Solar's specific reference to one or more of the following General Objection in its Responses to certain of the Requests is intended for emphasis only and does not waive such General Objection as applied to other Requests.

2. Eastover Solar objects to the Requests to the extent they seek any information that is privileged from disclosure under the attorney-client privilege or the work-product doctrine, or that is protected from disclosure on the basis of some other privilege or other grounds. Documents subject to any applicable privilege or protection will not be produced. To the extent such privileged or protected documents are produced, the production was inadvertent and shall not constitute a waiver of such privilege or protection by Eastover Solar.

3. Eastover Solar further objects to the Requests to the extent that they seek information that constitutes the actual work product or hearing preparation material of Eastover Solar's attorneys or any other representatives, or reflects the mental impressions, conclusions, opinions or legal theories of Eastover Solar's attorneys or other representatives.

4. Eastover Solar objects to the Requests to the extent the Requests call for information or the identification or production of documents not within the applicable scope of discovery in this action, not relevant to the subject matter of this action, not reasonably calculated to lead to the discovery of admissible evidence in the action and/or to the extent they call for documents which are not available after reasonable inquiry.

5. Eastover Solar objects to the extent the Requests seek information that is in the possession of SCE&G, or which is not in the possession, custody, or control of Eastover Solar.

6. Eastover Solar objects to the Requests to the extent that the Requests are overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Eastover Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Eastover Solar to review each document in its files, or to interview every person employed by or otherwise known to Eastover Solar to ensure that Eastover Solar has not overlooked any minor documents or facts marginally related to the Requests.

7. Eastover Solar objects to the Requests to the extent they require Eastover Solar to take action other than a reasonable search for persons with knowledge responsive to the Requests or documents responsive to the Requests maintained in its possession, custody or control in locations where such documents are most likely to be found.

8. Eastover Solar objects to the Requests to the extent that the Requests and any instructions exceed the requirements and scope of permissible discovery under Rules of the Public Service Commission of South Carolina or the South Carolina Rules of Civil Procedure.

9. Eastover Solar construes these Requests as limited to seeking documents and things currently within its possession, custody, or control. Eastover Solar, therefore, objects to the extent that these Requests seek documents or things in the possession, custody, or control of third parties over whom Eastover Solar has no control, including past or current employees.

10. Eastover Solar objects to the Requests to the extent they seek to define terms and/or characterize evidence in this matter. To the extent Eastover Solar adopts any term used by SCE&G in the Requests, such adoption is solely limited to the objections and responses herein, and does not constitute an admission of law or fact by Eastover Solar and in fact, Eastover Solar expressly disclaims any such admission. A response that documents will be produced is not a representation that such documents exist or are in Eastover Solar's possession, custody, or control, but only that such documents, if any, will be produced if they do exist, are responsive, are not privileged, and are found in Eastover Solar's possession, custody, or control based on a reasonable search.

11. Eastover Solar has responded to the Requests as it interprets and understands them. If SCE&G subsequently asserts an interpretation of any Request differing from Eastover Solar's understanding, Eastover Solar reserves the right to supplement its objections and responses.

12. Eastover Solar objects to the Requests on the ground that it has not concluded discovery, investigation, or analysis of all the facts of this case, and has not completed preparation for the hearing. Accordingly, each of the following responses is provided without prejudice to Eastover Solar's right to introduce at the hearing any evidence that is subsequently discovered relating to proof of presently known facts and to produce and introduce all evidence whenever discovered related to the proof of subsequently discovered material facts in this action, and Eastover Solar expressly reserves the right to amend or supplement these responses.

13. Eastover Solar reserves the right to reference, discover, or offer into evidence at the time of hearing any and all facts, documents, and things notwithstanding the initial responses and objections interposed herein. Eastover Solar further reserves the right to reference, discover, or offer into evidence at the time of hearing any and all facts, documents, and things which are not presently recalled or perfectly understood but may be recalled or more thoroughly understood at some time in the future.

14. Eastover Solar objects to these Requests to the extent they seek confidential and proprietary information. Such confidential and proprietary information will be produced subject to the terms of an acceptable Confidentiality Agreement to be executed by Eastover Solar and SCE&G.

15. Eastover Solar further objects to the Requests to the extent that they are not limited by an appropriate time frame and thus are overly broad and unduly burdensome as worded.

16. Eastover Solar reserves the right to supplement and/or amend its objections and responses to these Requests.

17. All responses set forth by Eastover Solar are subject to these General Objections. The General Objections, or some portion thereof, may be specifically referred to or restated in a response for the purpose of clarity. A failure to specifically incorporate a General Objection shall not be construed as a waiver of the General Objection.

RESPONSES TO REQUESTS FOR ADMISSIONS

1. Admit that the IA is a valid written agreement signed by Eastover.

RESPONSE: Eastover Solar objects to this request on the ground that the term “valid” is vague, ambiguous, and calls for a legal conclusion. Subject to and without waiving the foregoing objection, Eastover Solar admits that the IA was executed by representatives of Eastover Solar and the IA contains Provision 12.12, which allow the unilateral Request for Modification to be filed with this Commission, by Eastover Solar.

2. Admit that Eastover read the IA before signing it.

RESPONSE: Eastover Solar admits that its representatives read the IA, before signing the IA and that the IA contains Provision 12.12, which allow the unilateral Request for Modification to be filed with this Commission, by Eastover Solar.

3. Admit that extensions of Milestones under the IA are governed by Section 6.2 of the IA.

RESPONSE: Eastover Solar admits that Section 6.2 of the IA reads as follows:

“The Parties shall agree on milestones for which each Party is responsible and list them in Appendix 4 of this Agreement. A Party's obligations under this provision may be extended by agreement, except for timing for Payment or Financial Security-related requirements set forth in the milestones, Which shall adhere to Section 5.2.4 of the Standards. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Appendix 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) the delay will materially affect the schedule of another Interconnection Customer with subordinate Queue Position, (3) attainment of the same milestone has previously been delayed, or (4) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.”

Eastover Solar admits that the IA Section 6.2 is also subject to Provision 12.12 of the IA, which allows the unilateral Request for Modification to be filed with this Commission, by Eastover Solar and also that Section 6.2 is subject to this Commission’s authority to modify, amend, change or annul under S.C. Code Ann., Section 58-27-980 (1976, as amended).

4. Admit that Eastover was aware of the Milestones of the IA when Eastover entered into the IA.

RESPONSE: Eastover Solar admits that Eastover Solar was aware of the Milestones of the IA, prior to the execution of the IA and Eastover Solar was aware of Provision 12.12, which allows the unilateral Request for Modification to be filed with this Commission, by Eastover Solar and Eastover Solar was aware of this Commission’s authority to modify, amend, change or annul under S.C. Code Ann., Section 58-27-980 (1976, as amended).

5. Admit that Eastover was aware of the curtailment scenarios set forth in Appendix 5 of the IA when Eastover entered into the IA.

RESPONSE: Eastover Solar admits that representatives of Eastover Solar reviewed Appendix 5 of the IA prior to execution of the IA and Eastover Solar was aware of Provision 12.12, which allows the unilateral Request for Modification to be filed with this Commission, by Eastover Solar and Eastover Solar was aware of this Commission's authority to modify, amend, change or annul under S.C. Code Ann., Section 58-27-980 (1976, as amended).

6. Admit that the Settlement Agreement itself does not establish a change to any existing curtailment language contained in the IA.

RESPONSE: Eastover Solar objects to this Request on the ground that it is vague and ambiguous because the phrase "establish a change" is ambiguous and undefined, such that this Request is incapable of being admitted or denied and the Settlement Agreement speaks for itself. Eastover Solar further objects that because the Company's curtailment language has not been approved by this Commission, a change is likely.

7. Admit that the date of the grant of the Motion to Maintain Status Quo, if granted, will occur after the date for Milestone Payment 1, of the IA, January 29, 2019, has passed.

RESPONSE: Eastover Solar objects to this Request on the ground that it is vague and ambiguous, such that this Request is incapable of being admitted or denied. Subject to and without waiving the foregoing objection, Eastover Solar admits that Eastover Solar filed its Motion to Maintain Status Quo, prior to the January 29, 2019, Milestone Payment due date.

8. Admit that Eastover's request to Maintain Status Quo impacts other solar developers lower in SCE&G's queue.

RESPONSE: Eastover Solar objects to this Request on the ground that it is vague and ambiguous, such that this Request is incapable of being admitted or denied, and Eastover Solar lacks information sufficient to answer or deny this Request. Eastover Solar further objects in that the Request calls for speculation.

9. Admit that the IA does not make the payment of Milestone Payment 1 contingent on or in any way related to Your ability to secure financing.

RESPONSE: Eastover Solar admits that the stated contingency is not present, but Provision 12.12 is present which allows the unilateral Request for Modification to be filed with this Commission, by Eastover Solar.

10. Admit that the IA does not contain any defenses or provisions which excuse the payment on Milestone Payment 1 because of Your ability or inability to secure financing.

RESPONSE: Eastover Solar admits that the language stated is not present in the IA, but Provision 12.12 is present which allows the unilateral Request for Modification to be filed with this Commission, by Eastover Solar.

11. Admit that Eastover is, or was at one time, owned and/or managed by Community Energy.

RESPONSE: Admits.

12. Admit that Midlands has the same or similar curtailment scenarios in the interconnection agreement it entered into with SCE&G.

RESPONSE: Eastover Solar admits that the Midlands IA has the same curtailment language in Appendix 5 Requirement 20 as appears in the Eastover IA. This admission is qualified by the following reasons: 1) Midlands was one of the early large-scale (+/- 75MW) projects in the SCE&G interconnection queue. At the time of the execution of the Midlands IA (Feb 9, 2018) there was no specific messaging from SCE&G around the risk of curtailment to Midlands, and 2) As concerns around curtailment of solar projects by SCE&G became more widely discussed in the solar development community, there was an increased interest in quantifying the risk. In a meeting with SCE&G on April 19, 2018, representatives from SCE&G stated that Midlands was NOT likely to be subject to material curtailment. Attendees from SCE&G were Matt Hammond, Steven Belle, and D.J. Stone. Also in attendance was Chris Killenberg of Community Energy, and Hemal Shah and Manav Shah from Adani Solar USA (the later successor in interest to Midlands Solar LLC).

13. Admit that Community Energy transferred ownership of or sold Midlands.

RESPONSE: Eastover Solar admits that Community Energy Solar, LLC and Community Energy, Inc. assigned the Membership Interests of Midlands Solar LLC to Adani Solar USA LLC on May 15, 2018.

ANSWERS TO INTERROGATORIES

1. Give the names and addresses of persons known to Eastover or counsel to have knowledge or to be witnesses concerning the facts of this Action and indicate whether or not written or recorded statements have been taken from these persons and indicate who has possession of such statements.

ANSWER: Eastover Solar is compiling this information and will provide the same, when available.

2. List the names and addresses of any expert witnesses whom Eastover proposes to use as a witness at the trial or hearing of this Action and state:

- a. the subject matter on which the expert witness is expected to testify;
- b. the conclusions and/or opinions of the expert witness and the basis therefor;
- c. the qualifications of each expert witness and the basis therefor; and
- d. the identity of any written reports of the expert witness regarding the claims that are the subject of this suit.

ANSWER: Eastover Solar has not retained an Expert at this time, but Eastover Solar reserves the right to name an Expert in the future.

3. For each person known to Eastover or counsel to have knowledge or be a witness concerning the facts of this Action, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such persons, or provide a copy of any written or recorded statements taken from such persons.

ANSWER: Eastover Solar is compiling this information and will provide the same, when available.

4. Set forth an itemized statement of any and all damages You allege You sustained as a result of any act or omission of SCE&G.

ANSWER: Eastover Solar's damages are incomplete at this time, but Eastover Solar will supplement this Response, when appropriate.

5. Identify and set forth all communications made by or received by Eastover related to the allegations in the Requests. For each such communication, identify the subject of the communication; the type of communication; the names of the persons involved; the date and time of the communication; the place of the communication; and the person(s) who made the statement(s).

ANSWER: Eastover Solar objects to this Interrogatory to the extent that the Interrogatory is overly broad or overly inclusive and/or the Interrogatory calls for extensive research, investigation, information or identification of documents which would subject Eastover Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Eastover Solar to review each document in its files, or to interview every person employed by or otherwise known to Eastover Solar to ensure that Eastover Solar has not overlooked any minor documents or facts marginally related to the Requests.

6. Set forth all facts You contend support Your allegation that "[t]he stakeholder process to address solar developers' concerns has recently been established."

ANSWER: The stakeholder process is between the South Carolina Solar Business Alliance, Inc. (hereinafter as, "SCSBA"), and SCE&G and is to be facilitated by ORS. The stakeholder process is memorialized in a Settlement Agreement dated November 30, 2018, between SCE&G, Dominion Energy, Inc. and SCSBA, on page 6 in paragraph (3)(B). The Settlement Agreement was approved by this Commission on December 21, 2018, in Order No. 2018-804, in Docket 2017-370-E.

7. Set forth all facts You contend support Your allegation that "the stakeholder process will result in the adoption of clarifying curtailment protocols, and potentially [sic] modifications to SCE&G's current IA curtailment provisions."

ANSWER: The fact that SCE&G, Dominion and SCSBA entered into a stakeholder process, approved by the Commission, specifically dealing with, *inter alia*, the unapproved curtailment language currently in use by SCE&G in SCE&G's IAs.

8. Describe in detail and with specificity each and every curtailment protocol You expect to be adopted and how each will impact the curtailment scenarios contained in the IA.

ANSWER: Because the curtailment language currently in use by the Company in its IAs, has not been approved by the South Carolina Commission, it is likely that all of the curtailment provisions/protocol, will be changed, or amended.

9. Set forth the date on which the "Stakeholder Process" You describe in Request will be completed.

ANSWER: Eastover Solar lacks sufficient information to answer this Interrogatory.

10. Set forth the date on which You contend the amendment or "modifications of the 'curtailment language' in SCE&G's IAs" will occur.

ANSWER: Eastover Solar lacks sufficient information to answer this Interrogatory.

11. Set forth all facts that show that You sought to extend or delay the payment of Milestone Payment 1 under the IA at the earliest reasonable date.

ANSWER: Eastover Solar objects to this Request as being argumentative, not relevant, phrase "at the earliest reasonable date" is vague and undefined.

12. Describe all communications with SCE&G, prior to initiating this Action, wherein You notified SCE&G of any issues or problems You assert in this Docket are caused by the IA's language.

ANSWER: Eastover Solar objects to this Request as it is harassing, unduly burdensome, overly broad and not relevant and calls for confidential business information.

13. Identify all Persons Eastover solicited to fund or finance the Project and/or Milestone Payment 1 of the IA and, if such Persons have been engaged to fund or finance the Project, the amount at which such Person has been engaged.

ANSWER: Eastover Solar objects to this Request as it is harassing, unduly burdensome, overly broad and calls for confidential business information.

14. Identify all Persons with whom Eastover has sought financing for the Project and/or Milestone Payment 1 of the IA who refused to provide financing because of the curtailment provisions or the purported uncertainty of future curtailment protocols contained in the IA.

ANSWER: Eastover Solar objects to this Request as it is argumentative, vague, ambiguous and calls for speculation. Eastover Solar further objects to this Request because it calls for confidential business information. Eastover Solar lacks information sufficient to answer this question.

15. Identify how Eastover is impacted differently from other solar developers by the "Stakeholder Process" discussed in Your Requests.

ANSWER: Eastover Solar objects to this Request as it is harassing and unduly burdensome and overly broad and subject to these objections. Eastover Solar further objects because this Request calls for speculation and Eastover Solar lacks information sufficient to answer this Request.

16. Identify all communications occurring between Eastover and Beulah relating to the Project, SCE&G, the Action, or the terms of any SCE&G interconnection agreement.

ANSWER: Eastover Solar objects to this Request as it is harassing and unduly burdensome and overly broad and subject to these objections, none are believed to exist.

17. Identify all differences in Your ability to secure financing before the Settlement Agreement and after the Settlement Agreement.

ANSWER: Eastover Solar objects to this Request as it is vague and ambiguous, argumentative, and seeks information not relevant. Eastover Solar further objects to this Request as it is harassing, unduly burdensome and overly broad and calls for speculation.

18. Set forth the method by which You plan to fund or pay for the Project.

ANSWER: Eastover Solar objects to this Request as it is vague and ambiguous and calls for speculation.

19. Identify all projects in South Carolina for which You, including without limitation any companies for which Community Energy has ever been an owner or manager, made a milestone payment in compliance with an interconnection agreement that contained SCE&G's existing curtailment language.

ANSWER: Eastover Solar objects to this Request as it is vague and ambiguous and overly broad. Neither Eastover Solar LLC nor any company for which Community Energy was at the time an owner or manager, including Midlands Solar LLC, made a milestone payment in compliance with an interconnection agreement that contained SCE&G's existing curtailment language.

20. Identify all projects in South Carolina in which You, including without limitation any companies for which Community Energy has ever been an owner or manager, made an initial milestone payment without funding for the project having been secured.

ANSWER: Neither Eastover Solar LLC nor any company for which Community Energy was at the time an owner or manager, including Midlands Solar LLC, made a milestone payment without funding for the project having been secured.

21. Identify all projects in South Carolina for which You, including without limitation any companies for which Community Energy has ever been an owner or manager, were unable to secure financing due to the existing curtailment language in any interconnection agreement between You and SCE&G.

ANSWER: Eastover Solar objects to this Request, in that, "secure financing" is vague and ambiguous.

22. Describe the ownership and operation of the South Carolina projects You, including without limitation any companies for which Community Energy has ever been an owner or manager, developed and Your anticipated plans for the project, including without limitation whether You typically own and operate Your projects beyond an initial term.

ANSWER: Community Energy has developed two solar projects in South Carolina. The 'Midlands' project is owned by Midlands Solar LLC, which was formed and owned by Community Energy Solar, LLC and Community Energy, Inc. prior to being assigned to Adani Solar USA. The 'Eastover' project is owned by Eastover Solar LLC, which was formed and is owned by Community Energy Solar, LLC and Community Energy, Inc. Community Energy Solar, LLC develops projects throughout the United States in its various energy markets for long-term ownership, and retains ownership of projects that meet investment criteria. Projects that require specialized capital or other market or trading expertise are sold to appropriate investors.

23. Identify the specific curtailment provisions contained in the IA which you maintain are "detailed and complex."

ANSWER: In Eastover Solar's opinion the specific curtailment provisions in the IA, are detailed and complex.

RESPONSES TO REQUESTS FOR PRODUCTION

1. Produce any and all statements, written, oral, or transcribed, of any individual that relate in any manner to the claims set forth in the Requests.

RESPONSE: Eastover Solar objects to this Request as being harassing, overbroad, unduly burdensome.

2. Produce all documents relied upon or referred to in responding to SCE&G's First Set of Interrogatories and First Set of Requests for Admission served contemporaneously herewith.

RESPONSE: Eastover Solar objects to this Request as being harassing, overbroad, unduly burdensome.

3. Produce all reports or other documents prepared by any expert witness retained by Eastover in this case, including a current curriculum vitae.

RESPONSE: Eastover Solar has not retained an Expert at this time, but reserves the right to name an Expert at a later date.

4. Produce all documents and communications relating in any way to this Action, including without limitation, all documents and communications Eastover intends to use in this Action.

RESPONSE: Eastover Solar objects to this Request as being attorney work product. Eastover Solar also objects to this Request which includes the words, "without limitation."

5. Produce all documents, notes, and communications prepared, maintained, made, sent, or received by Eastover concerning the subject matter of the Requests.

RESPONSE: Eastover Solar objects to this Request on the grounds that it is vague, overly broad, unduly burdensome, and seeks information not likely to lead to the discovery of admissible evidence or information relevant to this matter. Eastover Solar further objects to this Request to the extent it seeks documents in SCE&G's possession, custody, or control. Subject to and without waiving the foregoing Specific and General Objections, which are expressly incorporated herein, Eastover Solar will produce non-privileged, responsive documents, if any, in the possession, custody, or control of Eastover Solar and seeks information not likely to lead to the discovery of admissible evidence or information relevant to this matter.

6. Produce all documents and communications Eastover has provided to or received from SCE&G or anyone acting on SCE&G's behalf regarding the subject matter of the Requests.

RESPONSE: Eastover Solar objects to the extent the Requests seek information that is in the possession of SCE&G, or which is not in the possession, custody, or control of Eastover Solar and this Request is overbroad and unduly burdensome.

7. Produce all documents and communications evidencing any damages You allege You sustained as a result of any act or omission of SCE&G.

RESPONSE: Eastover Solar's damages are incomplete at this time, but Eastover Solar will supplement this Response, when appropriate.

8. Produce all communications made by or received by Eastover related to the allegations in the Requests, including without limitation the IA or Project.

RESPONSE: Eastover Solar objects to this Request which includes the words, "without limitation." Eastover Solar further objects to this Request to the extent that this Request is overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Eastover Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Eastover Solar to review each document in its files, or to interview every person employed by or otherwise known to Eastover Solar to ensure that Eastover Solar has not overlooked any minor documents or facts marginally related to the Requests.

9. Produce all documents and communications that support Your allegation that "the stakeholder process will result in the adoption of clarifying curtailment protocols, and potentially [sic] modifications to SCE&G's current IA curtailment provisions."

RESPONSE: Eastover Solar reasonably believes that because the curtailment language currently in use in the Company's IAs have not been approved by the South Carolina Commission, the stakeholder process will likely result in the adoption of clarifying curtailment protocols, and potentially modifications to the Company's current IA curtailment provisions.

10. Produce all documents and communications that support Your belief that any amendment or modification of the curtailment language in SCE&G's interconnection agreements will apply retroactively to existing interconnection agreements.

RESPONSE: Provision 12.12 of the Company's IA allows modification, without limitation and S.C. Code Ann., Section 58-27-980 (1976, as amended) which allows the Commission to modify, change, amend or annul the IA.

11. Produce all documents and communications that support Your belief that the clarifying curtailment protocols, and potential modifications to the curtailment language in SCE&G's interconnection agreements will alleviate the financing difficulties.

RESPONSE: It is Eastover Solar's opinion based on its business markets in nine States, that clarifying the curtailment protocols and modifying the currently unapproved curtailment language in the Company's IAs, will alleviate the financing difficulties.

12. Produce all documents and communications with or concerning Persons Eastover solicited to fund or finance the Project and/or Milestone Payment 1 of the IA.

RESPONSE: Eastover Solar objects to this Request to the extent that this Request is overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Eastover Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and

"relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Eastover Solar to review each document in its files, or to interview every person employed by or otherwise known to Eastover Solar to ensure that Eastover Solar has not overlooked any minor documents or facts marginally related to the Requests. Eastover Solar also objects, because this Request asks for commercially sensitive information.

13. Produce all documents and communications that relate to the financing of the Project and/or Milestone Payment 1 of the IA.

RESPONSE: Eastover Solar objects to this Request to the extent that this Request is overly broad or overly inclusive and/or they call for extensive research, and calls for improper, confidential business information, investigation, information or identification of documents which would subject Eastover Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Eastover Solar to review each document in its files, or to interview every person employed by or otherwise known to Eastover Solar to ensure that Eastover Solar has not overlooked any minor documents or facts marginally related to the Requests.

14. Produce all documents and communications that relate to the payment of Milestone Payment 1 of the IA.

RESPONSE: Eastover Solar objects to this Request as being vague and ambiguous, because Milestone Payment #1 has not been paid. Eastover Solar further objects to this Request to the extent that this Request is overly broad or overly inclusive and/or they call for extensive research, investigation, information or identification of documents which would subject Eastover Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require

production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Eastover Solar to review each document in its files, or to interview every person employed by or otherwise known to Eastover Solar to ensure that Eastover Solar has not overlooked any minor documents or facts marginally related to the Requests.

15. Produce all documents and communications with or concerning Persons You, including without limitation any companies for which Community Energy has ever been an owner or manager, solicited to fund or finance solar development projects with interconnection agreements containing curtailment language similar to the IA.

RESPONSE: Eastover Solar objects to this Request as it is overly broad and burdensome.

16. Produce all documents and communications between You and SCE&G that relate to the curtailment provisions contained in the IA, including any proposed modifications.

RESPONSE: This Request is overly broad and burdensome and asks for information already in the possession of the Company.

17. Produce all documents and communications with SCE&G in which You assert the IA curtailment language was problematic or "making it extremely difficult" to secure financing prior to making your filings with the Commission.

RESPONSE: Eastover Solar objects to this Request in that the Request is harassing, unduly burdensome and not relevant and this Request is overly broad or overly inclusive and/or this Request calls for extensive research, investigation, information or identification of documents which would subject Eastover Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly

vague, and ambiguous because the information sought would appear to encompass documents or information only remotely related to the dispute. It would be unduly burdensome for Eastover Solar to review each document in its files, or to interview every person employed by or otherwise known to Eastover Solar to ensure that Eastover Solar has not overlooked any minor documents or facts marginally related to the Requests. Eastover Solar further objects to this Request because it requests for information already in the possession of the Company.

18. Produce all documents and communications relating to a potential sale or ownership transfer of Eastover.

RESPONSE: Eastover Solar objects to this Request, as it is overly broad and burdensome.

19. Produce all communications between Eastover and Beulah.

RESPONSE: None.

20. Produce all tax returns for Eastover from January 1, 2017, to present.

RESPONSE: Eastover Solar objects to this Request as being harassing, unduly burdensome and overly broad and not relevant and not properly propounded to lead to discoverable material.

21. Produce all financial statements for Eastover from January 1, 2018, to present including, but not limited to, ledgers, profit and loss statements, balance sheets, cash flow statements, and bank statements.

RESPONSE: Eastover Solar objects to this Request in that the Request is harassing, unduly burdensome and not relevant and this Request is overly broad or overly inclusive and/or this Request calls for extensive research, investigation, information or identification of documents which would subject Eastover Solar to annoyance, embarrassment, oppression, harassment or undue burden or expense, including without limitation, Requests that purport to require production of "all communications, all documents relating to" certain subjects, events or information. Terminology of this sort, including without limitation, "documents," "showing," and "relating to," is overly broad, unduly vague, and ambiguous because the information sought would appear to encompass

documents or information only remotely related to the dispute. It would be unduly burdensome for Eastover Solar to review each document in its files, or to interview every person employed by or otherwise known to Eastover Solar to ensure that Eastover Solar has not overlooked any minor documents or facts marginally related to the Requests.

March 4, 2019
Columbia, South Carolina

/s/Richard L. Whitt,

Richard L. Whitt,
RLWhitt@AustinRogersPA.com
AUSTIN & ROGERS, P.A.
508 Hampton Street, Suite 203
Columbia, South Carolina 29201
(803) 251-7442
As Counsel for Eastover Solar LLC



J. Ashley Cooper

Partner

Telephone: 843.727.2674

Direct Fax: 843.727.2680

ashleycooper@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

March 7, 2019

Richard L. Whitt
Austin & Rogers, P.A.
508 Hampton Street
Suite 203
Columbia, South Carolina 29201

**Re: Docket No. 2018-401-E
SCE&G's Response to Eastover Solar LLC's Objections/Responses to
Company's First Set of Discovery Requests**

Dear Richard:

This letter is in response to Eastover Solar LLC's ("Eastover") Objections/Responses to Company's First Set of Discovery Requests ("Discovery Responses") and to alert you to certain deficiencies contained in the Discovery Responses requiring Eastover's immediate attention.

First, to the extent that Eastover has failed to make a full Response to a Discovery Request based on its filing of its Motion to Hold Docket in Abeyance and its Motion for Protective Order ("Motions"), withholding a full Response is inappropriate absent an Order from the Commission granting such suppression. Further, as noted in SCE&G's Opposition to the Motions, filed on March 1, 2019, and March 4, 2019, respectively, and as set forth in SCE&G's February 22, 2019 correspondence and in a similar discovery deficiency letter to Beulah Solar, LLC dated February 27, 2019, the relief requested by the Motions is misguided and for the purpose of delay.

Second, the general objections posed by Eastover are also inapt and, in certain circumstances, are not in line with the South Carolina Rules of Civil Procedure and/or regulations of the South Carolina Public Service Commission. In addition, to the extent that any Response was withheld on the basis of the purported need for a Confidentiality Agreement, please provide such an Agreement within three (3) business days.

Requests for Admission

Eastover's refusals to admit or deny Requests for Admission 6, 7, and 8 are without merit and should be responded to in full. Furthermore, these Requests for Admission are not vague or ambiguous.

Interrogatories

First, S.C. Code Ann. Regs. § 103-833 requires that interrogatories be signed and verified, yet no verification accompanied Eastover's interrogatories. Throughout the

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Interrogatories, Eastover notes that it is “compiling” information. The timeframe in which the applicable rules provide Eastover to respond to SCE&G’s Interrogatories has passed, and Eastover has neither sought nor received an extension of time in which to respond.

The objections to Interrogatories 5, 11-19, and 21 are improper and seek to avoid permissible discovery, as set forth in South Carolina rules and case law. Rule 26(b) of the South Carolina Rules of Civil Procedure permits a broad range of discovery. See Rule 26(b) SCRPC; see *also* S.C. Code Ann. Regs. §103-833 (“[a]ny material relevant to the subject matter involved in the pending proceeding may be discovered...”). “The rules of discovery were designed to promote full examination of all relevant facts and issues....” *Kramer v. Kramer*, 323 S.C. 312, 472 S.E.2d 215 (Ct. App. 1996). “Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action.” *City of Columbia v. ACLU*, 323 S.C. 384, 475 S.E.747, 749 (1996). SCE&G’s inquiry into conduct with respect to interconnection agreements containing the same curtailment language now complained of is not only relevant to this dispute, but is also clearly permissible discovery. Furthermore, these Interrogatories are neither vague, ambiguous, overly broad, argumentative, nor harassing and are, in fact, appropriately tailored to seek information related to Eastover’s allegations that promoted the instant proceeding. Eastover must respond fully to SCE&G’s Interrogatories immediately.

Eastover fails to respond completely to Interrogatory 8, which requires that Eastover describe in detail the curtailment protocol it expects to be adopted and how the language will impact the curtailment scenarios contained in the IA. Eastover also fails to respond completely to Interrogatory 23, which requires Eastover to *specifically* identify curtailment protocol it deems “detailed and complex.”

Requests for Production of Documents

The Responses to the Requests for Production were likewise not verified as required under S.C. Code Ann. Regs. § 103-833. Furthermore, Eastover has improperly objected to or failed to answer Requests for Production 1-2, 4-8, 12-18, and 20-21 or otherwise asserted its purported legal or factual positions in reply to the Requests rather than providing responsive documents as required by South Carolina law (for example, see Eastover’s Responses to Requests 9-11). In certain circumstances Eastover alleges that it would be “burdensome” to review documents responsive to the Requests for Production, so therefore, Eastover will not produce any. This position is in stark conflict with Eastover’s obligations as a litigant under South Carolina law. It was Eastover who initiated this dispute in the first place. Eastover cannot now avoid its obligation to provide information relevant to this dispute and supportive documents, if any actually exist, of its claims. SCE&G demands that Eastover immediately respond and produce documents responsive to SCE&G’s Requests for Production in accordance with Eastover’s legal obligations.

With respect to Request for Production 5, the only Request for Production to which Eastover discloses that it has documents and will produce them, please produce those documents immediately.

SCE&G demands an immediate meet and confer with respect to Eastover’s Responses to the Discovery Requests, to occur no later than close of business, Monday, March, 11, 2019. In the event that these discovery disputes are not resolved, SCE&G will file a Motion to Compel the Responses and request expedited consideration by the Commission on Tuesday, March 12.

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Sincerely,



J. Ashley Cooper

JAC

cc: Matt Gissendanner